

IN SENATE OF THE UNITED STATES.

APRIL 1, 1844.

Submitted, and ordered to be printed.

Mr. WOODBRIDGE made the following

REPORT :

[To accompany joint resolution S. 14.]

The Committee on Public Lands, to which was referred the memorial of Julius Eldred and others, asks leave respectfully to report :

That, by the allegations of said memorial, and by the documents accompanying it, it appears that the memorialist, Julius Eldred, a citizen of Detroit, had long contemplated the project of removing from the Ontonagon river that immense mass of native copper, known to tourists and to men of science, for many years, as the "copper rock" of Lake Superior.

That he might the better be enabled to effect the purchase of that celebrated boulder, and otherwise facilitate his purposes, he entered into an arrangement with one Samuel Ashman, Esq., long a resident of the Sault de Ste. Marie, an experienced trader, and well acquainted with the language of the Chippewa Indians of Lake Superior, to accompany him; and, under the protection of a license to trade with the Indians, with that view obtained, he proceeded, in company with said Ashman, and sundry other persons in his employ, as soon as was practicable in the summer of 1841, to the region of country in which that mass of copper lay, being, by the coast of the lake, about four hundred miles westerly and up the lake from the Sault de Ste. Marie. At or near the mouth of the Ontonagon river he found and conferred with that band of Chippewa Indians to whom the "copper rock" belonged. Through Mr. Ashman, as interpreter, he made known his wishes to them; and after much consultation with them, and by the aid of said Ashman, he finally succeeded in making an absolute purchase of it of the principal chiefs of the band. In conformity with the terms of the bargain of purchase, he paid down to the head chief, Okondókon, a part of the stipulated purchase money, and received a formal relinquishment and delivery of the rock; it being agreed, by the parties, that the residue of the purchase money should not be paid unless the said Eldred should succeed in removing the mass to the shore of Lake Superior. With the men in his employ, and sundry Indians he also hired for that purpose, he then commenced the far more serious work of removing it. But it soon became apparent that all hope of effecting his purpose must be relinquished, or at least suspended. The distance of the rock from the shore of the lake was estimated at from twenty-three to twenty-six miles; a mountain of great height,

and of the most rugged and difficult ascent, intervened over which it was necessary to transport the rock before it could be taken to a navigable part of the river Ontonagon.

With the force and the machinery he then had, his utmost efforts and utmost skill only enabled him to raise the boulder from its bed on to skids prepared for the purpose; and this being effected, and as winter approached, he left it for the season.

During the next succeeding year, the memorialist appears to have renewed his efforts, but with like bad success.

During the autumn of 1842, the treaty of Lapointe was concluded with the Chippewa bands of Lake Superior, by which the United States acquired as well the lands upon the Ontonagon as the whole country on the south side of Lake Superior, and within the national boundary. But as the "copper rock" had already been disposed of, by the band who owned it, to the memorialist, no special provision was deemed necessary in that treaty relative to it. This fact sufficiently appears by the statement of the agent of the War Department, hereto appended.

Admonished by the failure of his previous efforts, and justly apprehensive that his future exertions might, in like manner, prove abortive, he deemed it expedient to provide for such a contingency, as well as against all colorable pretensions of any right to interrupt or interfere with his operations. Influenced by such considerations, and associating with himself his three sons, in whose behalf, jointly with said Julius, this memorial is presented, (upon whom alone, they being established in mercantile business, he appears to have relied for all necessary pecuniary advances,) and the name of another gentleman, who subsequently relinquished all his interest in the concern, obtained a permit from the said agent of the War Department, specially charged with the control of all the mineral lands acquired of the Indians by the above-mentioned treaty of Lapointe, authorizing them to occupy, for the purposes of opening mines, and collecting and smelting ores, &c., one entire section of land, of which the site of said copper rock was the centre. This permit bears date on the 18th of June, 1843, and is understood as having conveyed to them, whatever contingency might happen, a perfect and exclusive right of entering upon and possessing themselves, not only of the boulder of copper, of which the right of property had already been acquired as aforesaid, but of all other copper ore, or other mineral, which might be found there.

After his second unsuccessful attempt, in 1842, to remove the boulder, (as hereinbefore mentioned,) the memorialist returned to Detroit; and, without any abatement of zeal, he devised, and at the machine shops there caused to be cast and constructed, all the irons, &c., and the chains, &c., suited for the completion of two sectional and portable railways, and a railway car, and all other machinery, tackle, &c., suited to the purpose of removing that ponderous mass over the rugged mountain which intercepted its progress to the shore of the lake.

Having thus provided, so far as seemed practicable, for every exigency, the memorialist, with one or more skilful mechanics, and sundry other hired men, and all the various mechanical apparatus, &c., he had prepared, &c., again landed at the Ontonagon; and having constructed his capstan, the wood work of his "sectional railways," &c., again commenced his operations. With great mechanical skill, with a persevering energy few men have evinced, and after the labor of some months, (at times hav-

ing twenty men under his control,) he at length, and about the 11th of August, 1843, succeeded in getting the boulder to the shore. This being effected, he left the Ontonagon, and proceeded to the Sault de Ste. Marie, down the lake, for the purpose of chartering a vessel to take this wonderful product of nature to the lower extremity of Lake Superior, and for the purpose of obtaining the residue of the unpaid price he was to pay for its purchase. These objects he effected; and, during the same month of August, he returned in the schooner Algonquin to the Ontonagon, and by the 10th or 11th of September, of that year, the "copper rock" was shipped on board and bound for the Sault. On her way up to the Ontonagon, for the purpose mentioned, the Algonquin brought to at Copper harbor, when, *for the first time*, it was intimated to the memorialist that this Government had intention to interpose a claim of property in the boulder: the mineral agent before mentioned (General Walter Cunningham) having then shown to the memorialist a letter from the War Department, and which he represented that he had just before received, directing him (said agent) to take possession of the mass; and, if he should find it necessary, to call out the troops at Fort Brady to enable him to seize and secure it. Startled at a proposition which seemed to him so incomprehensible, and which he was utterly unable to resist; baffled in the expectations which he appears fondly to have entertained, from the first, of securing to himself, not only a high reputation, but a fortune too, by the public exhibition and eventual sale of this extraordinary product of nature, he appears, for a time, to have hesitated as to the course proper for him to pursue; but, being assured that he should be fully and liberally compensated for the time and labor devoted to the object, and for the disbursements he had made, and the hazards he had incurred; and, withal, feeling an innate repugnance at every thought of opposing himself to the wishes of his own proper Government, he consented to submit himself to any disposition that Government might be pleased to make of the property; he retaining his possession of it until he should be justly and fairly compensated, as above mentioned. The terms of this arrangement being afterwards reduced to writing by the said agent, it was signed by both parties at the Sault de Ste. Marie, on the 19th of September, and is hereto appended. Without further molestation, the memorialist caused the boulder to be shipped, as aforesaid, on board the Algonquin, and proceeded with it to the Sault; and thence, surmounting the difficulties of its transportation over the portage at the Sault de Ste. Marie, and of reshipping it on board a vessel he had for that purpose procured, caused it to be landed at Detroit, defraying himself all the expense, and in effect incurring all the hazard incident to these operations. After the arrival of the boulder at Detroit, and the storage of it by the memorialists, they did not appear to have anticipated any further disposition of it, unless they should be paid their reasonable charges, as hereinabove mentioned, during that season. After these arrangements, however, were made, and in the latter part of October or beginning of November of that year, the district attorney of the United States for the district of Michigan appears to have demanded, in behalf of the United States, the unconditional surrender of the rock; and without the payment of that reasonable compensation which, by the written agreement above mentioned, and executed on the 19th of September, was to have been made. The result of this demand, and the motives which influenced his procedure, sufficiently appear in the statement, in

writing, of the said district attorney, hereto appended, and to which reference is respectfully made. That gentleman, although he would seem to have been *directed* to obtain possession of the boulder, "by writ of replevin or otherwise," upon examination of the claim of the memorialist and of the whole matter, did not feel himself at liberty to follow the rigorous course indicated for him: and, believing the agreement between the said mineral agent and the memorialist to be binding on the United States, entered into a further stipulation with the memorialist, by which he (the said Julius) was to proceed with the boulder to Washington city, retaining, himself the possession thereof, and with all his rights unchanged, and upon a proper adjustment of his accounts, charges, &c., at Washington, to deliver it to such officer of the Government as might be designated to take charge of it. In conformity with the renewed agreement thus entered into and sanctioned by the attorney of the United States, the memorialist (the said Julius) proceeded with the rock down the lake to Buffalo, whence it appears to have been transported by the agency of the United States quartermaster's department; the said memorialist still claiming to have the charge and legal possession of it, until its arrival in Washington. And the fact of its arrival here being reported to the War Department by the memorialist, it was taken possession of, and is now deposited in the public yard between the War and the Navy buildings. But it appearing that there exists no law authorizing the adjustment and payment of the accounts and charges of the memorialists, they now—presenting their case to the consideration of Congress—ask such relief as justice may seem to warrant and demand.

Having regard to the ordinary functions of the Committee on Public Lands, it seems not inapt to inquire whether, upon the purchase by the United States of the Indian title to any country previously occupied and holden by a tribe of Indians, the whole proprietary interest in all minerals remaining within it do not pass to the United States, as well as the right of property in the soil itself.

It is not the purpose of your committee to attempt a *professional* or a philosophical examination of the nature or extent of the title of the aborigines of this continent to the country they may have possessed. But they are disposed to assume it as a proposition not likely to be brought into doubt, that, upon the execution or ratification of a treaty purporting to sell any defined region of Indian country, the entire property of every thing underneath, or upon, and attached to the soil, passes with the right to the soil itself; for every *such* thing constitutes, in contemplation of the law, it is presumed, a part of the freehold, a *part* of the *thing bought*. And it seems probable that it was because similar views were entertained on the subject at the War Department, and in *ignorance of the material fact* of the previous purchase by the memorialist of the rock, or in ignorance of the circumstances under which it was made, that the peremptory orders alluded to by the district attorney for Michigan to seize the property were issued.

It may be assumed, then, that if nothing had occurred previous to the treaty of Lapointe, varying the relations which would otherwise have existed in the matter, plenary and legitimate power would, *since* that treaty, have existed in this Government to make any and all disposition of its mineral wealth, without restriction. But these relations, in the opinion of your committee, were, in regard to this particular article, most materially varied, anterior to the treaty of Lapointe, by the apparently fair and bona fide

contract of bargain and sale between the memorialist and that band of Chippewas to whom the country upon the Ontonagon purported to belong—a contract consummated by the payment of the purchase money stipulated for, and by the actual delivery and the taking possession of the article sold. Unless, then, there were some legal incapacity on the part of the vendors to sell, or the purchaser to buy, the article sold, the rightful title to it undoubtedly passed.

The memorialist appears to have entered the Indian country *legally*, without any infraction of the law. He appears to have been competent to buy whatever it was competent for the Indians to sell. Was it not competent for those Indians to sell that article of property? It was a loose boulder, consisting principally of native copper, once, doubtless, in a state of fusion, and which, in some great convulsion of nature, had been thrown far, very far, from its original bed. It was of great weight, it is true, and of enormous bulk. But it is not perceived that the magnitude of its dimensions, or its weight in the balance, could destroy its alienability, especially inasmuch as it was found to be susceptible of manual delivery and of actual transportation. Nor have your committee found any treaty or any law which inhibited its Indian proprietors from using or from disposing of it. And if it be consistent with the recognised usages of that unhappy race of people to sell the materials of a bark canoe, *which they sever from the freehold*, or a bushel of hickory nuts, or a splintered broom, it is not perceived why they may not equally exercise the right to sell a metallic boulder, whether it weigh an ounce or a ton!

By the 3d article of the treaty of the “Fond du Lac,” ratified in January, 1827, (U. S. Laws, vol. 7, page 791,) “the Chippewa tribe grant to the Government of the United States the right to search for and carry away any metals or minerals from any part of their country. But this grant is not to affect the title of the land nor the existing jurisdiction over it.”

It has been surmised that this article of that treaty should be construed to prohibit those Indians from using or disposing of any metals or minerals their country may have produced, and they may have found and chosen to appropriate; and, by consequence, to render *illegal* any such purchase of them. But, with all proper deference for such, if any there be, who may have entertained that opinion, your committee can perceive in the terms of that treaty nothing *exclusive*, nothing prohibitory. Those terms sufficiently affirm the plenary and general right of those Indians over the subject. If the Government of the United States had never, prior to the treaty of Lapointe, thought proper to avail itself of the privilege therein accorded, or if, in a particular instance, it *had* thought proper to avail itself of that privilege, and then had utterly abandoned its intention, nothing can be deemed practically and substantially to have passed; and the rights of the Indians, as to what may have remained unclaimed under that treaty, will have remained as if that treaty had never been concluded.

Having gone into the Ontonagon country, as by the law of the land he had a right to do, before the Indian title to it had been extinguished by the treaty of Lapointe—having, as it would seem, fairly concluded with the Indian proprietors his contract of purchase of a metallic boulder, which those Indians purport to have had the right to sell, or otherwise dispose of—having paid for it the consideration stipulated for, and received the actual delivery of it, and all before the treaty of Lapointe, it seems to result that the rightful title to and property in it became vested in the memorialist,

and that he ought not to have been disturbed in the exercise of such, his vested right.

There is another view of this subject, which your committee are not willing to pass by without a brief comment.

After the treaty of Lapointe had extinguished the Indian title throughout that extensive mineral region, reputed to be of so great richness and value, and while the Indians, its former proprietors, under the provisions of that treaty, still continued to occupy and inhabit it, it became the part of prudence, it was the dictate of a wise and provident policy, to guard by anticipation against those illicit intrusions which, there existed much ground to presume, would be made upon the public domain—intrusions which, if multiplied to considerable extent, as seemed probable, would not only expose the national interests there to great waste and every species of dilapidation, but would place also in imminent danger the peaceful relations which now happily exist between this Government and the numerous and still formidable bands of Indians who continue, as before mentioned, to occupy their ancient homes there. To prevent those intrusions, and in all things to protect there the national interests, the Secretary of War appears to have appointed and despatched there its special agent, General Walter Cunningham, hereinbefore mentioned. The measure seemed appropriate and judicious. But that agent would seem to have been clothed also with other powers, the extent of which, and the foundations upon which they purport to rest, it is not deemed by your committee necessary now to investigate. The whole subject relative to the mines and mineral lands of the nation seems worthy of a separate and full consideration, with a view to further legislation. For the present purpose, it is sufficient to remark, that the special agent appears to have been deputed by the War Department to grant permits, or “agreements for leases or permits,” to such as might desire to occupy any of the mineral lands of Lake Superior, for the purposes “of mining or smelting any lead or copper ore,” &c.; and that, accordingly, the said agent did, as is hereinbefore stated, grant to said memorialist a “permit, or an agreement for a lease or permit,” comprising within the limits assigned the site of the “copper rock,” since, as is herein stated, removed; according to the tenor of which, and the regulations under which said permit or agreement was given, the said memorialist became entitled, not only to the peaceable and exclusive possession of the land over which his permit or lease extended, but to the *use, in full property*, of the metals and ore he might find there, subject only to a rent *after* the first year, payable in kind, of six per cent. for the first term after the first year, and for the stipulated per cent. afterwards upon the quantity of smelted or pure metal, &c.

It will at once occur to observation, then, if this be a correct exposition of the facts of the case, and if there were a competency to grant the permit, or “agreement for the permit,” &c., as hereinbefore mentioned, that, even if *no property* in the boulder had been acquired by the memorialist anterior to the treaty of Lapointe, a right on the part of the Government to seize, not merely a percentage as for rent, but the whole mass obtained, can hardly be supposed to have existed!

The protection of the rights of private property constitutes one great and primary objects of all Governments. The Government itself should be the *last* wantonly to invade that right. If, through misconception, that right unhappily *be* invaded, it should be the most prompt to rectify the error

and reinstate the right. It is certainly desirable that so extraordinary a product of nature as the "copper rock," the largest and the purest mass of native copper probably in the known world, should remain, a monument of wonder for all future time, at this the city and metropolis of the nation; but it is far more desirable, at whatever expense of national pride, that this Government should be the *first* to respect the vested, the constitutional rights of even the most humble of its citizens!

In accordance with the views herein expressed, your committee have prepared, and herewith exhibit, a joint resolution, which, with this their report, they ask leave to commend to the favorable consideration of the Senate.

JOINT RESOLUTION concerning the "copper rock of Lake Superior."

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be, and he hereby is, authorized and directed to deliver to Julius Eldred & Sons, of Detroit, in the State of Michigan, upon their demand therefor, the "copper rock of Lake Superior," (so called,) now lying in the public ground back of the War Office, in the city of Washington.

SEC. 2. *And be it further resolved,* That if the said Julius Eldred & Sons should be desirous to sell the said "copper rock" to the United States, the said Secretary of War be, and he hereby is, authorized to enter into and conclude a contract with the said Julius Eldred & Sons, for the purchase thereof, for such reasonable sum of money as may be agreed upon by and between the said parties, to be paid out of any moneys in the Treasury not otherwise appropriated: *Provided,* That nothing herein contained shall be so construed as to authorize the said Secretary of War to pay, or contract to pay, for said "copper rock," any sum larger than the aggregate of the moneys said Julius & Sons have actually expended, in and about the purchase, the obtaining and taking possession, and the removing of said rock, and for the sectional and portable railway and car, and other machinery, by the said Julius & Sons constructed, or caused to be constructed, for the purposes aforesaid, and for a reasonable compensation for his and their labor, time, risk, and services, in and about said matter.

PETITION OF JULIUS ELDRED.

To the honorable the Senate and House of Representatives of the United States :

Julius Eldred respectfully sheweth: That, in the year 1841, he purchased of the Chippewa Indians of Lake Superior a certain mass of native copper, lying in the edge of the west fork of the Ontonagon river, (of said Lake Superior,) twenty-three miles from its mouth, which mass has been long known as the copper rock; that he made several trips to that country for the purpose of removing it, but did not fully succeed until the past season; and that his outfits, (in connexion with his sons, Francis E., Elisha, and

Anson,) in the summers of 1841, 1842, and 1843, made for this purpose, amounted to several thousand dollars; that, in the last-mentioned summer, after having succeeded in removing it to the shore of Lake Superior, it was claimed for the United States by General Walter Cunningham, agent for the United States mineral lands, with a promise on his part that your petitioner should be liberally paid by the United States for his time and expenditures, and for such further expenditures as would enable him to remove it thence to Detroit; and that, whenever the department having charge of this subject should require the rock to be sent to the city of Washington, he should accompany it as agent of the Government, and be compensated therefor. And your petitioner respectfully represents, that he has complied in full with these conditions, and that the rock is now in the possession of Government, in the city of Washington; but, upon presenting his account to the Secretary of War, he has been told that there is no authority for paying his claim, and that he must present his petition to Congress for relief; whereupon, he now humbly prays that your honorable bodies will pass a bill allowing his account, as herewith presented, or such portions thereof as may appear equitable and just; and, in case the account is not allowed to your petitioner, that no obstacle should be interposed to his resuming possession of the said mass of copper.

J. ELDRED, *for self and sons.*

WASHINGTON, January 6, 1844.

WASHINGTON COUNTY, *District of Columbia*, ss :

This day personally came before me, Clement T. Coote, one of the acting justices of the peace in and for said county, Julius Eldred, a citizen of Detroit, Michigan, who, after sworn, deposed and saith: That he, together with his sons, Francis E., Elisha, and Anson, furnished three outfits to Lake Superior, in accordance with the bills presented to the Senate of the United States; and that the several amounts, together with sundry accounts for transportation, labor, &c., therein stated, were paid by himself or sons, and that he and his sons above mentioned are alone interested in the expenses incurred. And, further, that the said Julius Eldred has been personally engaged in this enterprise for three several seasons, and that the purchase of the copper mass was made of the Indians in the year 1841, and possession taken by him at the time and year previous to the treaty made with the Indians by the United States.

JULIUS ELDRED.

Sworn to and subscribed before me, January 15, 1844.

CLEMENT T. COOTE,
Justice of the Peace.

To the Hon. Committee on Public Lands, in the Senate of the United States, to whom was referred the petition of Julius Eldred and sons, (Francis E., Elisha, and Anson,) for the payment for or return of the copper rock purchased and removed by them, and at their expense, from the country south of Lake Superior, in the summers of 1841, 1842, and 1843:

Your petitioners represent: That, in the year 1841, J. Eldred, the first named in said petition, made an arrangement with Samuel Ashman, of Sault Ste. Marie, who was an experienced Indian trader, and had much influence with them, to go with him as interpreter for the purchase of said copper rock; and for that purpose he applied, as agreed, to Mr. Ord, Indian agent of that place, for a license to trade with the Chippewa Indians; and the said J. Eldred went his security on the bond which was given for that purpose to the said agent, and the license thus obtained, under which the said copper rock was purchased of Okondókon, the head chief of the Ontonagon band of said Chippewa Indians, for the sum of one hundred and fifty dollars, forty-five dollars paid at the time of purchase, the remainder to be paid in case of success in the removal of said copper rock to the mouth of said Ontonagon river, which was so paid in September last, at the mouth of said Ontonagon river.

And I, the said J. Eldred, furthermore state that, in addition to said Ashman, I took a number of men with me from Sault Ste. Marie, and hired a number of Indians at Iron river, fifteen miles from the river Ontonagon, to go to the Ontonagon with me, with bark canoes to ascend the river, as the numerous rapids could not be surmounted with the boat I had with me, as far as the fork of said Ontonagon river; and that we there left our canoes and crossed ranges of mountains, a distance (as always estimated) of six miles, where the said copper rock lay; that we cut levers and skids, and raised up the said copper rock, by working a side at a time, so as to enable us to put the skids underneath, which, in part, continued under said copper rock until our removal of the same, notwithstanding the freshets and ice which had happened in the mean time.

When I went up in 1843 and removed the rock, I had a skilful carpenter, and a part of the time I had twenty white men in the employ, besides myself and some Indians. The railroad car I got made at Detroit, and all the irons, chains, rope, blocks, &c., for two sections of moveable railway, which I had constructed, so far as concerned the wood work, at the Ontonagon, as well as the capstan, &c.

The capstan we had great use for in ascending the mountain, passing ravines, and whenever the ascent was too great to overcome by tackle blocks without it. You will discover it was no small task to cut out and smooth a road, four and a half miles through thick woods and large timber, to enable us to use the railway. Transporting our provisions and every kind of tackle required for the removal of the copper rock was no small job over those heights, and through the steep and deep ravines that intervene on the route.

Yours, respectfully,

J. ELDRED, *for self and sons.*

WASHINGTON CITY, D. C., March, 1844.

WASHINGTON, *January 6, 1844.*

The purchase of this rock from the Chippewa Indians was made in 1841. The treaty with these Indians, ceding this portion of the country to the United States, was not made until October, 1842, after the second expedition to that country for the purpose of removing this rock. The Indians say that they did reserve this rock in the treaty of 1842, as they had already sold it to a citizen of the United States, and they conceived that they had no further control over it. They say that, by their treaty, they only sold their lands, and supposed that all moveable property of this kind, which had been previously the subject of individual negotiation, would be allowed to be removed by the individuals making the purchase of them, as readily as they would be allowed to remove their lodges or canoes.

J. ELDRED, *for self and sons.*

WASHINGTON, *March 26, 1844.*

This is to certify, that on the 1st day of September last, while attending the payment of the Chippewa Indians at Lapointe, Lake Superior, Okondókon, being the head chief of the band of that tribe, and who resided at the mouth of the Ontonagon river, stated, in my presence, that he had sold to Julius Eldred, of Detroit, in the summer of 1841, the celebrated copper rock; and that he had received, at the time of the sale, a portion of the sum agreed upon, and that there remained due him one hundred and five dollars, which was to be paid him whenever Mr. Eldred removed the rock to the shore of the lake; which sum of one hundred and five dollars Mr. Eldred did pay to Okondókon a few days thereafter, at the Ontonagon agency, in pursuance of the agreement made between them in 1841.

I further certify, that, on the 10th day of September last, Julius Eldred paid to Messrs. Hammond & Co. seventeen hundred and sixty-five dollars, for the services which they rendered in removing the rock, as well as to obtain peaceable possession of the same.

The removal of this copper rock has been attended with very great risk as well as expense, and is one of the most extraordinary performances of the age, and one which, in my opinion, should entitle him to great praise as well as a liberal compensation.

WALTER CUNNINGHAM.

WASHINGTON, D. C., *March 4, 1844.*

To the Hoa. Committee on Public Lands of the Senate of the United States, to whom was referred the petition and claim of J. Eldred, Francis E., Elisha, and Anson Eldred, sons of J. Eldred, first above named, for the copper rock.

I beg leave to state, for myself and sons, that I had no expectation the Government would take the mass above alluded to, unless by purchase, until after it had arrived at the mouth of the Ontonagon river, and I arrived at Copper harbor with the schooner Algonquin, on her way from Sault Ste. Marie, to take the mass on board, which was about the 28th of

August last. Then General Walter Cunningham showed me a letter from the Secretary of War, James M. Porter, which he said he had just received, bearing date the latter part of July or fore part of August, ordering him to take possession of said mass for the United States, together with an order from the Government to call on the troops at Fort Brady, if necessary to carry out his views, which I had been informed he had, and have since been informed by an officer of the Government he had, and which would have enabled him to dispossess me of the said mass. I then very reluctantly allowed him to take possession of said mass or rock, he agreeing that my sons, Francis E., Elisha, and Anson Eldred, of Detroit, should have and keep possession and the use of said rock until the Government should refund and pay over to the said Francis E., Elisha, and Anson Eldred, all our outlay, and reward us for the labor expended in its removal from its original location, my sons having furnished the principal part of the outfits and money for the operation. The agreement, which is before you, was not made out until we arrived at Sault Ste. Marie, as you will observe, when I paid one hundred dollars for freight of said rock, &c. The labor in crossing the portage was done and procured by me, the said J. Eldred; and all expenses at that place, and transportation to Detroit, were paid by me and said sons, when we put it in store, expecting to keep possession until Government paid every expense, as agreed by their agent, General Walter Cunningham, when, to our surprise, the United States attorney, George C. Bates, called and demanded the said copper rock, saying he had orders to take it and forward it to Washington; that if we would not give it up, he would and could call out the United States troops and take it from us, as he had orders so to do if we would not surrender it peaceably, which we were unwilling to do until the Government had complied with the contract made with their said agent. However, after repeated threats of seizure, and assurances that the money would be paid on my arrival here, we were induced to get it hauled to the wharf, when it was shipped on board the United States revenue cutter for Buffalo, myself accompanying it to this place, as agreed by General Cunningham. I presume copies of those documents may be obtained from the War Department, as they must have them there, viz: the order to take possession of the rock, and to call out the troops against peaceable citizens.

Your honors will perceive, that although there are papers which place me in the attitude of Government agent, the rock was obtained of us by threats, based upon authority shown, from the Secretary of War.

An unwillingness to enter into a controversy with the Government of the United States, which every citizen should deplore, has induced us to surrender our rights, which should have been respected.

On my arrival at New York, the rock was shipped by the Alexandria packet to Georgetown, D. C.; I endeavored to get a passage on board, but the captain said he could not conveniently let me have a passage, as he was crowded. I therefore came across the country, as set forth by the War Department.

After my arrival here, I kept a lookout for the vessel, went to Alexandria on her arrival, and saw her leave for the dock below the long bridge, where she remained some days, of which I notified the quartermaster, and on her arrival at Georgetown I walked there and got it put upon a dray and hauled to the War and Navy Departments, where it now lies in the yard.

As to my being sixteen years planning for the removal of the rock, it is a mistake ; I had it in contemplation, however, since 1826, when Governor Cass sent some twenty men to remove it, who, as I have been informed, abandoned it as an impossibility, owing to the lofty mountains and gulfs that had to be passed over.

J. ELDRED, *for self and sons.*

DISTRICT OF COLUMBIA, *Washington County, to wit :*

Acknowledged and sworn before me, this 5th day of March, 1844.

CLEMENT T. COOTE, *J. P.*

DISTRICT OF COLUMBIA, ss :

George C. Bates, of Detroit, Michigan, being duly sworn, doth depose and say : That he is the United States district attorney for the district of Michigan ; that, as such, he was in the month of November, 1843, directed by the Solicitor of the Treasury to take possession of the copper rock, then at Detroit, in the possession of Julius Eldred, either by writ of replevin or otherwise ; that, on examination of the papers then in possession of said Eldred, he found that he claimed title to said rock by purchase from the Indian chiefs before the cession of the northern portion of Michigan to the United States, and also by purchase of certain persons who had taken actual possession of said rock before the agent of the United States had been directed to remove the same.

And deponent further saith, that said Eldred also exhibited to him an agreement, in writing, between General W. Cunningham, on behalf of the United States, and the said Eldred of the second part, by which it was agreed that said Eldred should retain the use and possession of the said rock until the United States had refunded to him, the said Eldred, the purchase money paid therefor, and the expenses incurred in removing the same. And deponent further saith, that, believing the said agreement to be binding on the United States, he did not take legal possession of said rock, but he agreed with said Eldred that he should come on with said rock to Washington, retaining all his rights thereto unchanged, until he arrived here ; that then he should deliver the same to the officer of the United States, and adjust his accounts therefor, so that the rights of all parties were to remain unchanged by the transfer of said rock from Detroit to Washington. And deponent further saith, that, from the best information he could obtain, he believed that said Eldred had actually paid in cash some eighteen hundred dollars for said rock ; that the expense of removing the same to Detroit was very great ; and that, by the act of the agent of the United States, it was competent for said Eldred to retain possession of the same until his outlays were refunded ; and for this reason deponent sanctioned the said agreement, and consented that said Eldred should retain his rights and possession until he arrived in Washington, without any change. And deponent further saith, that he doth verily believe that the said Eldred has actually disbursed, in removing said rock, the amount claimed by him.

GEORGE C. BATES.

I do hereby certify that the above [foregoing] statement is true, according to the best of my knowledge and belief.

GEORGE C. BATES,
U. S. District Attorney, Michigan.

DISTRICT OF COLUMBIA, *County of Washington, set :*

On this 22d day of March, 1843, before the undersigned, a justice of the peace in and for the county of Washington, in the District of Columbia, personally appeared Daniel T. Raymond, of Richmond, Virginia, and made oath, on the Holy Evangel of Almighty God, that some time in the month of September, 1843, this deponent witnessed Julius Eldred, of Detroit, Michigan, invoice goods (to wit : provisions and other articles for the use of Indians) to the value of about one hundred dollars, which goods were afterwards placed in the hands of Horace Jacobs, to be delivered to the chief of the band of Chippewa Indians, at the Ontonagon river. And this deponent further states, that it is within his knowledge that the said goods were for the purpose of satisfying the said Indians for the copper rock lying on the Ontonagon river, sold by them in the year 1841, (as this deponent understands from the Indians as well as from other persons,) to the said Julius Eldred, for the sum of one hundred and fifty dollars.

DANIEL T. RAYMOND.

Sworn and subscribed on the day and year above written, before
W. THOMPSON, *J. P.*

DISTRICT OF COLUMBIA, *Washington County, to wit :*

This is to certify that I was informed by Mr. Samuel Ashman and others, of Sault Ste. Marie, Michigan, on or about the 1st of June, A. D. 1843, that Mr. Julius Eldred, of Detroit, did, in the summer of A. D. 1841, go from Detroit to Ontonagon river, on the south shore of Lake Superior, with a party of men and provisions, preparatory to purchasing and removing the copper rock ; and the said Eldred did succeed in making the said purchase of the said copper rock of the principal Indian chiefs of the Ontonagon band of Chippewa Indians for himself and others ; and the said Eldred, not succeeding, in the year A. D. 1841, in removing said copper rock to Lake Superior, returned with the same object in view in A. D. 1842, and meeting with difficulties that prevented immediate success, he (the said Eldred) returned in A. D. 1843 for the same object ; and on his (the said Eldred) arriving at said copper rock in A. D. 1843, he found it taken possession of by a company of men from the Upper Mississippi lead mines, who refused to recognise the said Eldred's right, which he claimed by virtue of his having previously purchased the said copper rock of the principal Indians, who were, at the time the said purchase was made, the rightful owners of the same ; and the said miners, refusing to give possession to the said Eldred under any other circumstances than by a positive bargain and sale with them, and the said Eldred, choosing (rather than

abandon the enterprise) to purchase the said copper rock of the said miners, for which he paid seventeen hundred and sixty-five dollars (\$1,765) to said miners. This sum, added to what he (the said Eldred) paid the Indians—one hundred and fifty dollars—(\$150)—making the sum of nineteen hundred and fifteen dollars (\$1,915) in all, he paid for said copper rock.

And I further state, that I saw Mr. Eldred, on or about the 1st of June, A. D. 1843, at Sault Ste. Marie, Michigan, on his way up (as I then understood) to the copper rock, which was at that time lying in the Ontonagon river, twenty-three or twenty-four miles back from the south shore of Lake Superior. The bank of said Ontonagon river, immediately in the vicinity of the original location of said copper rock, being so extremely high and almost perpendicular, rendered it a great task even to get the said copper rock out of the river, much more to transport the said copper rock four or five miles over a very high mountain, and through deep and extremely steep and brushy ravines, to the first or nearest point on said river from which said copper rock could be shipped on board a boat of sufficient size and burden to carry the same, the river never being navigable up to the original location of said copper rock, owing to the great fall and rapids which intervene immediately below that point; and, even after said copper rock had arrived at said point of shipment, it could not have been brought the entire distance to the mouth of said river, had it not been for a providential shower which seemed to fall, as it were, almost for the purpose, to raise the boat over the rapids through which it passed on its way to the mouth of said river, which is about three hundred or three hundred and fifty miles from the Sault Ste. Marie, Michigan.

I would further state, that, after passing through and examining the whole southern coast of Lake Superior, in A. D. 1840, and also re-examining the greater part of said country again during the time Mr. Eldred was taking said copper rock out of said river, and knowing, as I do, it to be a rough, brushy, and very hard country to get through with such a burden as said copper rock, that it was a great and harsh undertaking; and when I was first informed of said Eldred's intentions to remove said copper rock, I thought it a wild and reckless speculation, and one that very few would have undertaken, as it was very generally supposed an impossibility to remove it whole.

D. F. HITT.

WASHINGTON CITY, D. C., *March 22, 1844.*

Acknowledged and sworn to before me, this 23d day of March, 1844.

CLEMENT T. COOTE, *J. P.*

WASHINGTON CITY, *February 8, 1844.*

SIR: Mr. J. Eldred, of Detroit, requests me to inform you of what I know respecting the mass of copper he removed from the Ontonagon river on Lake Superior.

Some time in the month of June, 1843, I met Mr. Eldred at the Sault de Ste. Marie, on his way up Lake Superior. He was then pointed out to me, by several gentlemen, as the individual who had been for a number of years trying to remove the copper rock. I was informed that he had purchased the rock from the Ontonagon Indians, for which he was to give them two or three hundred dollars in provisions and Indian goods, (since

then I learn from Eldred himself that it was \$150, instead of the \$200 or \$300,) which he had paid the Indians; that he made the effort to get the copper rock out of the river, and only succeeded in raising it so as to put a few logs under it, had to give it up for the time.

Last summer he went better prepared, having taken with him from Detroit a sectional railroad of fifty feet, with the car and necessary chains and ropes. At the Sault, he hired several men, and left in company with me—Mr. E. for Lapointe, and myself for Copper harbor. Some time after Mr. E. and myself parted, I learned from Colonel Hammond, of Platville, Wisconsin Territory, that some men that he had sent to the country the winter previous for the purpose of taking possession of the copper rock had done so, having reached there some time the last May; and that he (Colonel H.) had sold the rock to Mr. E. for the sum of \$1,300 or \$1,400, and that he had a draft on Mr. E.'s sons, at three days' sight, for the money. Some time in August, Colonel Hammond returned from Detroit, with Mr. Eldred's draft protested for non-acceptance, and said he should take the rock himself. I was informed that, on his reaching Mr. Eldred, Mr. E. told him that he would pay all the expense he had been at in going and returning from Detroit, and something extra, if he would suffer him (Mr. E.) to keep the rock; to which Colonel H. consented, and Mr. Eldred left Copper harbor, with me, for Detroit, for the purpose of getting the money to pay Colonel H.; and I have been informed that he actually paid in cash the sum of \$1,365 to Colonel Hammond.

The difficulty in removing so large a mass in that country was great, having to be done by the physical power of men, over mountains and deep ravines, for a distance of some four or five miles, and the timber and undergrowth so thick that every foot of the road had to be cleared out for the sectional railroad.

The number of hands that Mr. Eldred had employed in this business I know not; but I know that he had to send to the mouth of the Ontonagon for more men, and that he was several weeks in moving it to the mouth of the river.

Many predicted that he would fail in his effort. Many of the old traders, who were well acquainted with the country, said that it was impossible, unless he cleared a road sufficient to attach horse power to his car. It was a matter of astonishment to us all when we heard that he had reached the lake with the copper rock. Few men, very few, would have accomplished what Mr. Eldred has done in the removal of the mass of copper that he did.

I remain yours, &c.

J. BERNARD.

Hon. Mr. WOODBRIDGE, *U. S. Senate.*

OFFICE OF THE STATE GEOLOGIST,

Detroit, November 1, 1843.

SIR: In compliance with your request, addressed to me verbally this afternoon, I do hereby certify and state that I have personally examined the location of the copper rock on the Ontonagon river, which empties into Lake Superior, before the same was removed, and am familiar with the same.

And I do further certify, that I know personally the fact that Julius Eldred, of Detroit, has been engaged, for three successive seasons,

(summers,) in preparing the necessary machinery, tackle, and apparatus, for removing the same to Detroit; and that he went into the country with a view of removing the same two years before the present; and that each of the three summers has been spent by him in removing the same to this place.

And I do further certify, that the said Eldred encountered, in the removal of said rock, immense difficulties, growing out of the situation of the country, the difficulties of obtaining labor, machinery, &c., and in transporting the said rock to the shores of Lake Superior; and that the said Eldred is, in my opinion, entitled to pay and compensation for three summers' labor, at a sum more liberal than would be required for superintending and managing ordinary labor of the same kind in other parts of the country; and that the time occupied must have been nearly the whole season of navigation for each year.

D. HOUGHTON, *State Geologist.*

GEORGE C. BATES, *U. S. District Attorney.*

U. S. DISTRICT ATTORNEY'S OFFICE,

Detroit, November 1, 1843.

I do hereby certify, that Douglass Houghton, the subscriber of the within, is, and has been for the last five years, State geologist of this State, and that his opinion may be implicitly relied upon by the officers of the United States, and that he is familiarly acquainted with the whole country bordering on Lake Superior, and has been for the last fifteen years.

GEORGE C. BATES, *U. S. Dist. Att'y.*

DETROIT, November 1, 1843.

Mr. Eldred has applied to me to state the difficulties of transporting from its bed on the Ontonagon river to the shore of Lake Superior the mass of native copper known as the copper rock.

I was never upon the spot where this mass was found. I attempted to reach it, but failed. I proceeded some distance up the Ontonagon river, with an Indian guide, and then struck across the country, trusting to his knowledge of the route. But we got bewildered in the steep and high hills of that region, and were finally compelled to abandon the enterprise. I never saw a rougher country, nor one more difficult to traverse.

During a subsequent excursion to Lake Superior, I took with me a party of men, furnished with implements and machinery to remove this rock, with the view of conveying it to Washington, and placing it in the Capitol. They reached it, and attempted to remove it; but, finding the effort entirely beyond their means, they relinquished it, and returned unsuccessful.

I have known Mr. Eldred many years. He is a worthy, enterprising, persevering man, much esteemed by all his acquaintance. He is entitled to great credit for the energy he has displayed in this undertaking. Most men would have failed, as those failed whom I sent there. I trust, therefore, he will be liberally rewarded for removing from the interior of the country upon Lake Superior to the settled portions of the United States, and for thus presenting to the observation of the public, this great natural curiosity.

LEWIS CASS.

SPRINGWELLS, *November 2, 1843.*

It gives me pleasure to be enabled to say that I have been acquainted with our enterprising fellow-citizen, Mr. Julius Eldred, for more than twenty years. He has been, during that whole period, one of our most industrious, enterprising, and valuable citizens. In his unspotted integrity, I would have the most entire confidence. In his recent expensive and hazardous efforts to remove and bring into the interior of the Union that great natural curiosity, the "copper rock" of Lake Superior, he has evinced a courage and determined perseverance which few possess—for the labor was immense, and the risk of total loss imminently great; and when it is considered, that but for the efforts of Mr. Eldred that beautiful and splendid specimen of the mineral wealth of the "Far West" would probably have been dilapidated and utterly lost, it will be conceded, I think, that Mr. Eldred has entitled himself, in an eminent degree, to the favor and gratitude of the country.

WILLIAM WOODBRIDGE.

LAKE SUPERIOR, *June 18, 1843.*

Daniel T. Raymond, for himself, and Julius Eldred, for Francis E., Elisha, and Anson Eldred, are entitled to a permit for one section of land, which surrounds the copper rock, taking the copper rock as the centre; and they are to have a permit for the same.

WALTER CUNNINGHAM, *Special Agent.*

DETROIT, *October 30, 1843.*

In consideration of one dollar in hand paid, by Francis E. Eldred, Elisha and Anson Eldred, I transfer my interest in the within permit to said Eldreds.

DANIEL T. RAYMOND.

SAULT DE STE. MARIE, *September 19, 1843.*

In consideration of Francis E., Elisha, and Anson Eldred, having advanced to Captain Smithwick, of the schooner Algonquin, one hundred dollars for the freight of the copper rock from the Ontonagon river to this place, and other advances for the Government, in removing the rock thus far, it is agreed that the Messrs. Eldreds shall have the use and superintendence of said rock until their outlay in procuring and transporting said rock from its bed to Detroit (and for services rendered are to be reasonably compensated) shall be refunded to them by the Government.

The rock is to be shipped direct to Detroit, by the first safe opportunity, at the risk and in the name of the United States.

Whenever the department having charge of this subject shall require the rock to be sent to the city of Washington, it is understood that Mr. Julius Eldred is to accompany the same to Washington as an agent of the Government, and for which service he is to be reasonably compensated.

WALTER CUNNINGHAM,

Special Agent of the Department of War.

J. ELDRED,

For Francis E., Elisha, and Anson Eldred.

WAR DEPARTMENT, *February 26, 1844.*

SIR: In answer to your letter of the 17th instant, I respectfully transmit, herewith, a report of the officer in charge of the Ordnance bureau, to whom your communication, of the Committee on Public Lands, had been referred. The report contains a brief history of the proceedings of Mr. Julius Eldred relative to "the copper rock" brought from Lake Superior by him, and now in the yard of the War Office, together with his account of charges and expenditures in procuring and transporting the same.

Very respectfully, your obedient servant,

WILLIAM WILKINS,
Secretary of War.

Hon. W. WOODBRIDGE,
Chairman Committee on Public Lands, Senate.

ORDNANCE OFFICE, WASHINGTON, *February 24, 1844.*

SIR: In submitting a report upon the subject of the letter addressed to you by the Hon. Mr. Woodbridge, of the Senate, chairman of the Committee on Public Lands, in relation to the claim of Julius Eldred to have the "copper rock" restored to him, or that he be compensated for his time and labor, and money expended, in obtaining possession of and removing it, and which letter you have referred to this office, it is proper that I should state the circumstances under which the agent of the War Department "interposed a claim to it, in behalf of the United States."

Walter Cunningham, Esq., received an appointment from the Hon. J. M. Porter, Secretary of War, on the 13th of April last, extending the sphere of his duties as special agent of the mineral lands, so as to embrace the region of country then recently acquired from the Chippewa Indians, on the southern shore of Lake Superior; and in which he was instructed to "prevent any person from entering upon or occupying any of these mineral lands, or from mining or smelting any lead or copper ore, except under permits or leases from the Government, and upon the terms and conditions laid down." He was at the same time authorized to "grant agreements for leases or permits;" the form of which permits have been settled at this department, and will be furnished to you by the Ordnance bureau." He was at the same time further told, "You will be at such a distance that you cannot conveniently correspond with the department, so as to get replies within the time in which the public interest may require you to act. The department reposes the highest confidence in your vigilance, energy, and prudence, and expects that you will exercise the authority hereby given so as completely to guard and protect the interests of the United States, and to do justice to persons desiring to work these mines, and such as will preserve peace and amity with the Indians."

Before General Cunningham had left this city, under the above-mentioned appointment, the Secretary had granted, under the seal of the War Department, several permits, in the form hereto annexed, (marked A,) being the form alluded to in the above-mentioned instructions, one of them to Turner & Snyder, who are named in General Cunningham's letter of 10th of August, now to be spoken of.

This letter of the 10th of August was the first one addressed by General Cunningham to this office after his arrival in the mineral region of Lake

Superior. In it he speaks of Turner & Snyder's agent having located their permit so as to embrace the land on which this copper rock was situated; of this agent having sold their right to the rock to several persons; of these persons having sold it to a Mr. Julius Eldred, of Detroit, for \$1,440, who had also purchased it from the Indians some three years before; and of the expenses which he (Mr. Eldred) had been at and would probably incur in moving it to navigable water. An extract from this portion of the letter is hereto annexed, (marked B.)

The next information on this subject was from the reference to this office, by the Secretary of War, of a letter addressed to him by General Cunningham, under date of 28th of August; which letter stated that the rock had been removed to the lake, where it remained in possession of those who had removed it; of the labor which had attended the operation; of the probability that they would expect a reasonable remuneration from the Government for all their expenses and services, before they would yield quiet and peaceable possession of it; of the probability that the whole amount would not exceed \$3,000; and of his having despatched that letter by a special messenger, so that he might be advised in time what course to take in relation to it. A copy of this letter will be found hereto annexed, (marked C;) and the report from this office thereon, together with the Secretary's directions in relation thereto, are also annexed, (marked D.)

Immediately upon the reception of these directions, the special messenger, who had brought General Cunningham's letter, was despatched with a reply to it from this office, in the language of those directions, setting forth, it will be observed, among other things, that the General should take possession of the rock, but not allow more than seven hundred dollars; and that for any further redress the claimants must apply to Congress.

It seems, however, that before this reply by the special messenger, or a duplicate of it sent by mail, could either of them reach the General, the Messrs. Eldreds had transported the rock to the Sault Ste. Marie, at which place General Cunningham had entered into an agreement with them, dated 19th of September, that they should further transport it to Detroit, and have the use of it until their outlay in procuring and transporting it, as well as their services, should be refunded, and reasonably compensated by the Government; with a further condition, that if the department should require the rock to be sent to Washington city, Mr. Julius Eldred (the petitioner in this case) should accompany it as an agent of the Government, and be reasonably compensated therefor. The annexed copy of this agreement (marked E) was received in a letter from General Cunningham of 1st of November, transmitting and commenting upon the Messrs. Eldreds' account of the items of their claim. A copy of this letter, and of the account, are annexed, (marked F and G,) together with a copy of a letter from the United States district attorney and collector at Detroit, to the Secretary of War, in relation to the claim, (marked H.)

After the rock had remained at Detroit some short time, in possession of Mr. Eldred, it was delivered on board the revenue cutter which had arrived thus far on its way to receive it. The cutter transported it to Buffalo, and delivered it to an officer of the quartermaster's department, who forwarded it to the quartermaster at New York, and thus far it is understood Mr. Eldred accompanied it; but there, the quartermaster having determined to ship it round to this place by sea, Mr. Eldred parted from it, and came on by land. The rock arrived here some few days after Mr.

Eldred, and was removed by the quartermaster's department to the War Office yard, where it now remains.

Whether this extraordinary specimen of the mineral riches of our country shall now be surrendered to Mr. Eldred, as his private property, this office does not feel itself called upon to express an opinion. It is proper, however, to remark, that the quartermaster's department has paid for its transportation from Buffalo to this place, and Mr. Eldred has been paid \$300 of the \$700 originally authorized by the Secretary of War to be paid for it. This long detail of facts has been entered into with the view of throwing light upon the nature of the claim, if the committee should conclude to report a bill for paying the same, or any part of it.

In respect to the items of charge, it is proper for me to say, that no vouchers have been furnished to this office in their support; but, upon the presumption that they will be supported before the committee, it would seem proper that, as all the tools and machinery must have remained in the hands of these claimants, a reasonable deduction should be made from their cost; they are probably all embraced in items 1, 2, 3, 32, and 36. The amount paid to the Indians and to the laborers, and for passages and freights, should, I think, be allowed in full. These are the items numbered 5, to 31, inclusive, and 33, 34, and 35. As to item No. 4, I do not think the persons paid had any just right to the rock, and that the question is merely whether paying them was not the best way of preventing a threatened destruction of the specimen, by breaking or melting it up, and removing it in small parcels.

As to item 37, which, as it stands, is a charge of \$6,500 for 3 years' services of Francis E., Elisha, and Anson Eldred, I must remark, that there is nothing in the correspondence with this office which shows any personal attendance on their part, much less that three full years were devoted by them to this matter; and if there were, the charge would still appear to be a very extravagant one, after charging all their expenses.

The letter of Mr. Woodbridge is herewith returned.

With great respect, I am, sir, your obedient servant,

G. TALCOTT,
Lieutenant Colonel Ordnance.

Hon. WILLIAM WILKINS,
Secretary of War.

—
A.

This indenture, made in duplicate this ——— day of ———, in the year of our Lord eighteen hundred and forty-three, between the United States of America, acting herein by James Madison Porter, Secretary of War, of the first part, and ———, of the second part, witnesseth:

That there is hereby granted to the said party of the second part full permission, for the term of one year from the date of these presents, to examine and dig for lead and other ores, on any part of the lands known as the mineral district in the region of country lying south of Lake Superior, which was acquired by the United States from the Chippewa Indians by the treaty with them of 4th October, 1842, and ratified on the tenth day of February last: provided, that such examination and diggings shall not

be made on any tract not exceeding three miles square, which may have been selected by any other person or company of persons, acting under the authority of the Secretary of War, of this description.

And the said party of the first part hereby stipulates and agrees, that if the said party of the second part shall, at any time within the year above mentioned, select a portion of the land in said district which they desire to occupy for mining purposes, which portion must be of a square form, of four equal sides of not exceeding three miles each, bounded by due east and west and north and south lines, and shall, at the time of making such selection, mark the corners thereof, and leave a person in charge, so as to point out the selection to other persons seeking to make selections, and shall transmit to the Secretary of War, within said year, a description of the tract so selected, accompanied by a plat of survey of the same, exhibiting the courses and lengths of the exterior lines, together with the name and general course of any river, stream, or other water running through, lying within, or bounding the same, together with the bearing and distance of the point of beginning of such survey from some well known or easily identified natural permanent object; and shall, moreover, keep a true and faithful account of all the ores of every description which they shall dig or allow to be dug on any portion of said tract, from the time of selecting the same to the time of execution of a lease, as hereinafter mentioned, then, in such case, a lease shall be granted, under the seal of the War Department, to the said party of the second part, or to their assigns, being citizens of the United States, for the tract so described, for the term of three years, with authority to erect on the lands described in said lease, at their own proper cost, such buildings, furnaces, mills, and other works, as may be necessary for raising ores from said lands, and for extracting metals therefrom. And for these purposes they shall have full permission to use such timber, stone, fire wood, and other fuel, found on said land, as may be necessary, due means being used to prevent waste; but not more than one smelting furnace shall be allowed on any one tract, without special permission. And at the end of said three years, if Congress shall not in the mean time have passed a law directing the sale or other disposition of these lands, and the said party of the second part or their assigns shall have fully complied with the conditions on their part set forth in the lease, then said party of the second part, or their assigns, shall be entitled to a renewal of such lease for the further term of three years. And at the end of this second term of three years, if Congress shall not then have passed a law directing the sale or other disposition of these lands, and the party of the second part, or their assigns, shall have complied with all their stipulations, they shall be entitled to a renewal of their lease for the further term of three years.

And it is fully understood and agreed, by the party of the second part to this indenture, that the lease or leases to be granted to them or their assigns, as above mentioned, shall contain conditions, that if the mines which may be found on the land so leased shall not be worked with due diligence and skill, and at least three-fourths of the time for which such lease may be granted, it shall forfeit the claim to a renewal of such lease; and that such lease or leases shall further stipulate, that all the ores or mineral dug on any part of the land so leased, either by them or others under their permission, shall be smelted within said mineral district; and that no part of the same shall be transported, in their crude state, beyond the boundary of that dis-

strict, without special permission from the party of the first part in each instance; and that they shall keep or cause to be kept, in a book or books to be provided by them for that purpose, a true and full account of all of each kind of ore or mineral which may be dug by them, their servants and assistants, and by each person or company of persons whom they may allow to mine or dig on the tract of land so leased, together with a true and full account of all metals extracted from said ores or mineral; and that they shall, moreover, make monthly returns to the War Department, or to such officer or agent as may be named by the party of the first part, and in such form as may be prescribed by that party; which returns shall show the quantity of all ores or mineral dug on the land so leased, not only by themselves and their immediate servants and assistants, but by each person or company of persons, distinctly, whom they may allow to mine or dig thereon, together with the full quantity of metal extracted in each case from all ores or mineral so dug, and which books and returns shall be verified by oath, in due form of law, if required by the party of the first part. And, further, that any superintendent or other agent, appointed by or under the authority of the Secretary of War, may reside at, or visit at all times, any or all of the mines, mills, or furnaces, on the tract or tracts of land so leased, and that every facility shall be afforded to him of examining every operation of mining and smelting carried on upon the land so leased; and that the book or books hereinbefore mentioned shall be at all times open to his inspection.

And said leases shall further stipulate, that said party of the second part, or their assigns, shall pay or cause to be paid, as rent, to the United States, for the use of the lands so leased, and deliver the same, free of cost, at Fort Brady, on the Sault Ste. Marie, or at the Lapointe agency, or at such other place on the southern shore of Lake Superior as may be from time to time determined upon by the party of the first part, and to such person as may be appointed to receive it, for the first term of three years, six pounds out of every one hundred pounds of the metal which may be extracted from all the ores or mineral dug on the land so leased; and for the second and third terms of three years, one-tenth of all the metals that may be so extracted, and that in all these cases the metal shall be paid in the state of refinement to which it may be brought by or for them, by the last refining process to which it may be subjected in said mineral district.

And said leases shall contain a further stipulation, that the party of the second part shall keep a true account, and make returns, in manner above mentioned, of all ores or mineral which they may receive for the purpose of smelting, or may purchase from any other person or company mining in said district, beyond the bounds so leased to them, with a true account of the metal extracted from it, and the name of the person or company from whom they may receive it, and the locality of the mine from which it was dug, and shall deduct and pay over to the agent of the United States, in manner aforesaid, one-tenth of all the metal so extracted. And in the event that they shall not elect to smelt the ores or mineral that may be dug from the land mentioned in their own leases, that then, in such case, they shall deliver it to none other than a smelter duly licensed by the United States, and shall allow him to deduct therefrom sufficient to enable him to pay over the rents at the places and in the manner above provided for.

And it is further understood, that said leases are to be executed in duplicate by the party of the second part, accompanied by a bond, with good and sufficient sureties, in a sum not less than twenty thousand dollars,

conditioned for the faithful performance on their part of all the conditions of such lease, and shall be sent to the War Department, so executed, before they are signed and sealed by the party of the first part; but when so signed and sealed, one of said duplicates shall be forthwith returned to the party of the second part.

This indenture to confer no authority beyond the period of one year from the day it may be executed.

In witness whereof, the said party of the first part hath hereunto set his hand, and caused the seal of the War Department to be affixed; and the parties of the second part have set their hands and seals, the day and year first above written.

Signed and sealed ——— by ———, in presence of ———.

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B.

Extract from a letter from Walter Cunningham, Esq., special agent of mineral lands, to Colonel G. Talcott, of the Ordnance department, dated "United States Mineral Agency at Porter's Island, in Copper Harbor, Lake Superior, August 10, 1843."

SIR: * * * * * *

From Colonel D. White I learn that he, as agent of Turner & Snyder, located one of their permits upon the land on which the copper rock is situated; then he sold their right to the copper rock to several persons who had come into the possession of it early in May last, (having left Wisconsin in March last.) Those persons have sold it to a Mr. Eldred, of Detroit, for \$1,440; and he had, some three years ago, purchased it of the Indians, and paid them for it; and he then actually took it into his possession, and removed it several feet.

Mr. Eldred has been at an expense of some ten or eleven hundred dollars, independent of the purchase money, to get it some two or three miles on its way to the lake, and if he ever gets it to navigable waters it will cost him over \$1 per pound. I am informed it will not weigh over 4,000 pounds. Have not yet seen the rock, it being twenty-five miles back from the lake, and 80 miles west of this, but I deem it my duty to notify you of these facts. * * * * * *

I am, &c.

W. CUNNINGHAM, *Special Agent.*

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C.

Copy of a letter from Walter Cunningham, Esq., special agent of mineral lands, to the Secretary of War, dated "United States Mineral Agency, Porter's Island, in Copper Harbor, August 28, 1843."

SIR: I have the honor to acknowledge the receipt this day of your communication of the 24th July, by J. L. Schoolcraft, Esq., containing a copy of a letter from the Hon. J. C. Spencer, Secretary of the Treasury, and an

extract of a letter from James F. Jay, with one from Robert Hugumire, respecting the removal of the celebrated copper rock, or boulder, from the bank of the Ontonagon river.

An express came to me yesterday, from one of my assistants at the upper agency, with the unexpected but agreeable information of the safe arrival at that place of the parties who have taken possession of the rock, with the same, and it is now on the bank of the river, at its entrance into Lake Superior.

This most extraordinary and wonderful result has been produced by the combined efforts of persons claiming the same, with each having a large number of men, and also by the volunteer aid of all the visitors and miners who have been in that vicinity, and Mr. Eldred being already provided with a railway, tackles, &c., which he had made three years since, when he made the purchase of the Indians, and failed in his attempt to remove the same, for the want of sufficient force and time.

After making my communication to Colonel Talcott early in this month, I have paid very particular attention to and made particular inquiries concerning the state of things at the rock, and learn that it was not included within the location of the permit of Turner & Snyder, by their agent, Colonel White; and if it had been, it would not have been allowed, as he has never yet received their original permit; and, further, I learn from those who have aided in removing the rock, or boulder, that it will weigh between *six and seven thousand pounds*.

It is now in the possession of the parties who have brought it to the lake, and can be shipped at any time by the schooner Algonquin, at a very trifling expense.

It has cost each party (I mean both buyer and seller) a very considerable sum of money, and vast labor, exposure, and deprivation; yet the whole sum will fall vastly short of what it would have cost the Government to have had it removed under its immediate direction and control, and saved much trouble and difficulty in obtaining the possession of the same.

Mr. Eldred has been three times to this country to accomplish the same object, and has been, as he says to me, sixteen years in planning and arranging in his mind the best mode; and, in my opinion, his is the only plan that could have succeeded. Is it not fair, then, to presume that these men will expect reasonable remuneration from the Government for all of their expenses and services, before they will yield quiet and peaceable possession of the same? The whole amount cannot exceed \$3,000, and may be considerably less. To have removed it by the Menomonic river, via Green Bay, it would have cost \$20,000, with two years of time.

Feeling anxious to place the rock in your immediate possession at Washington, and believing it of such vast importance, I have despatched a special messenger, that you may be promptly advised of the precise state of things here, so that, if you think proper to direct, it can, without fail, yet be delivered to your order at the Sault Ste. Marie early enough to be transhipped to Washington this season, yet there is no time to spare.

Major Hitt, of Illinois, is the bearer of this despatch, and you can rely implicitly upon any statement he may make, I having known him for years to be a man of real worth, and of the strictest integrity, with great experi-

ence and excellent judgment; and, this being his second season in this country, he can afford you much valuable information in relation to it.

I shall endeavor to prevent the further removal of the rock, until I can receive your instructions; and am, &c.

W. CUNNINGHAM, *Special Agent, &c.*

HON. JAMES M. PORTER,
Secretary of War.

D.

Copy of a letter from the Ordnance Office to the Secretary of War, and copy of the Secretary's endorsement thereon, dated "Ordnance Office, Washington, September 27, 1843."

SIR: General Cunningham's letter of the 28th ultimo, referred by you to this office, in which he speaks of the celebrated boulder of copper having been removed, at private expense, from the banks of the Ontonagon river to the shore of Lake Superior, has been considered.

General Cunningham expresses his anxiety to place this rock in your immediate possession in Washington city, and speaks of the willingness of the claimants to sell it to the United States, where it now is, including, of course, all the expenses of removing it thus far, for somewhere about \$3,000.

If the question be, whether there is any appropriation for the Ordnance department out of which the expense can be paid, I must answer, that, in my opinion, there is not. The salaries of the persons engaged in the mineral land service, and the incidental expenses of the same, are, and have always been, paid out of the appropriation for ordnance service, and the rent (lead) received has been delivered to the Ordnance department as an equivalent; but in this case there would be an expenditure of the funds appropriated for a particular service, without a compensating return, the possession of the rock being desirable chiefly upon other considerations than those of its mere commercial value.

It is certainly desirable that this extraordinary production of nature should reach this city, and the principal difficulty in its transit seems to have been already overcome; but the payment of the expenses attending it will, it is believed, require a special appropriation.

With great respect, I am, sir, &c.

WILLIAM MAYNADIER,

Captain of Ordnance, in charge of Ordnance Bureau.

HON. JAMES M. PORTER,
Secretary of War.

Copy of endorsement.

WAR DEPARTMENT, September 27, 1843.

General Cunningham will take possession of the rock of copper, and have it shipped to the Sault Ste. Marie, and advise the officer in charge of the fort (Fort Brady) of its arrival. It should then be transported to the Government wharf at the fort, at the cheapest rate that can be adopted,

and advise the officer of the revenue cutter on Lake Erie, at Erie, that it is ready for him to take it on board.

The persons claiming the copper have no right to it; but justice and equity would require that they should be amply compensated for the trouble and expense of its removal from its position on the Ontonagon to the lake; and for this purpose General C. will examine into their account, and allow them the cost, compensating them fully and fairly therefor, (the sum, however, not to exceed \$700,) and give them a certificate, which will be paid on presentation at the Ordnance office, or to the ordnance officer at Detroit arsenal. If they set up a claim for the ownership of the article itself, that is not admitted or recognised; and their redress, if they have any, will be by an application to Congress.

J. M. PORTER.

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E.

[For this document, see page 17.]

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F.

DETROIT, November 1, 1843.

SIR: Mr. Julius Eldred leaves this place to-day, as my agent, to deliver the celebrated copper rock to you at Washington, and to adjust his accounts for labor and expenditures in removing the same.

The account of his is herewith enclosed, with other papers; and the items charged for EXPENDITURES therein by him, since the 10th of June last, are correct. Of the two first items, charged anterior, *I know nothing*, but have no reason to doubt their general correctness, although wholly uninformed in regard to them, except as appears by the certificate of Doctor Houghton, that he has been engaged in the enterprise for two several seasons before the present one. When Mr. Eldred went to Lake Superior this season, he had my assent, with the understanding that, if he succeeded in bringing the rock away, the Government was to have it; and he was to be reimbursed his actual expenses and a reasonable compensation for his labor. The third item, for outfit for the year 1843, I suppose to be correct, although I have no means of knowing the several items, or the exact sum required.

I have the honor to be, with much respect, your obedient servant,

WALTER CUNNINGHAM,

Special Agent, &c.

Hon. JAMES MADISON PORTER,

Secretary of War.

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G.

[This document, the account of the Messrs. Eldred for the expenses, &c., of removing the "copper rock," is omitted.]

H.

UNITED STATES DISTRICT ATTORNEY'S OFFICE,
Detroit, Michigan, November 1, 1843.

SIR: Mr. Julius Eldred, of this city, the agent of General Cunningham, leaves here this day in charge of the copper rock, for the purpose of delivering the same to the Government, according to his original intention, and in pursuance of the arrangement made on Lake Superior with General Cunningham. He carries with him his account for disbursements and labor, expended in removing the rock from the Ontonagon to this point. So far as the expenditures are concerned, Mr. Eldred has the means to show precisely what amount of money he has expended; and you will not be surprised at their amount when you understand the immense and almost insuperable difficulties which he had to encounter. In regard to the compensation to be paid to him beyond disbursements, it is a matter, of course, exclusively to be left to the Government; but the immense risk, labor, and enterprise required, merit, in my opinion, a most liberal compensation.

From conversations had by me with Dr. Houghton and our State geologists, who have been on the spot of its former location, I am satisfied that the Government could not have removed it at a less expense than that charged by Mr. Eldred. It is understood by Mr. Eldred that the property of the rock is in the United States; that he is now acting as their agent in taking it to Washington; but that he is to be compensated for his labor and expenses on its delivery to you, or as soon after as the accounts can be closed and paid; and to adjust these accounts and receive his pay he visits Washington. I again recommend, in the adjustment of his compensation, a liberal allowance.

Your obedient servant,

GEORGE C. BATES,
United States District Attorney.

I concur in the above.

E. BROOKS, *Collector.*

HON. JAMES M. PORTER,
Secretary of War.

